

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS***  
***(M.G.L. Ch. 30, Sec. 39m)***

***PROJECT MANUAL:***  
**SERVICE AND REPAIRS TO CITY GASLIGHTS**  
***INVITATION FOR BID #11-100***

**Bid Opening Date: July 8, 2011 at 10:30 a.m.**

**JUNE 2011**  
**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
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**SERVICE AND REPAIRS TO CITY GASLIGHTS**

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**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #11-100**

The City of Newton invites sealed bids from Contractors for

**SERVICE AND REPAIRS TO CITY GASLIGHTS**

**Bids will be received until: 10:30 a.m. on July 8, 2011**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The work of this contract will include on-call service and repairs to 75 City of Newton gaslights, as directed by the Department of Public Works Commissioner or his/her Representative during the contract term.

The contract term shall extend **from the day of contract execution through June 30, 2012** with the option, at the City's sole discretion, to renew for two (2) additional one (1) year terms with no change to the contract price and terms and conditions.

Award will be made to the lowest bidder deemed responsible and eligible.

Contract Documents will be available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) "Invitation for Bids" or pickup at the Purchasing Department after **10:00 a.m., June 23, 2011**.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. **All Bids must be submitted with one Original and one Copy.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

All City of Newton bids are available on the City's web site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Rositha Durham  
*Chief Procurement Officer*

June 23, 2011

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received Friday, July 1, 2011 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #11-100**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior to a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND **INVITATION NUMBER**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with **one original and one copy**.
- 4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #11-100**

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

**PUBLIC WORKS MAINTENANCE SERVICE:SERVICE AND REPAIRS TO CITY GASLIGHTS**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C.** The proposed contract price is:

**YEAR 1**

**1. Standard Rate (business days 8:00 am to 5:00 pm)**

Plumber \$\_\_\_\_\_ per hour X 200 hours = \$\_\_\_\_\_

Laborer \$\_\_\_\_\_ per hour X 40 hours = \$\_\_\_\_\_

**2. Premium Rate (all other times)**

Plumber \$\_\_\_\_\_ per hour X 20 hours = \$\_\_\_\_\_

**YEAR 1 TOTAL** \$\_\_\_\_\_

**YEAR 2**

**1. Standard Rate (business days 8:00 am to 5:00 pm)**

Plumber \$\_\_\_\_\_ per hour X 200 hours = \$\_\_\_\_\_

Laborer \$\_\_\_\_\_ per hour X 40 hours = \$\_\_\_\_\_

**2. Premium Rate (all other times)**

Plumber \$\_\_\_\_\_ per hour X 20 hours = \$\_\_\_\_\_

**YEAR 2 TOTAL** \$\_\_\_\_\_

**YEAR 3**

**1. Standard Rate (business days 8:00 am to 5:00 pm)**

Plumber \$\_\_\_\_\_ per hour X 200 hours = \$\_\_\_\_\_

Laborer \$\_\_\_\_\_ per hour X 40 hours = \$\_\_\_\_\_

**2. Premium Rate (all other times)**

Plumber \$\_\_\_\_\_ per hour X 20 hours = \$\_\_\_\_\_

**YEAR 3 TOTAL** \$\_\_\_\_\_

**TOTAL BID PRICE (Year 1 + Year 2 + Year 3 subtotal)** \$\_\_\_\_\_

COMPANY:\_\_\_\_\_

- D.** The undersigned has completed and submits herewith the following documents:

☐ Bidder's Qualifications and Reference Form, 2 pages



- ☐ Certificate of Non-Collusion, 1 page
- ☐ A five percent (5%) bid deposit/bid guarantee.
- ☐ Plumber's License

**E.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

#### END OF SECTION

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### SERVICE AND REPAIRS TO CITY GASLIGHTS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #11-100 issued by the Purchasing Department;
- c. The Project Manual for **Service and Repairs to City Gaslights** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this Contract shall extend **from the day of contract execution through June 30, 2012**. The City shall have the option, at its sole discretion, to renew this Contract for two (2) additional one (1) year terms, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

Certified that funds are available in the following accounts:

0140108-52404 - \_\_\_\_\_

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2011 for the construction of \_\_\_\_\_ in Newton, Massachusetts.

(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_, 2011.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

### **1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

### **2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### **3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### **4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

#### 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

#### 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

#### 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

#### 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

#### 9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

#### 12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

##### WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
------------------------	---

##### PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

##### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

#### 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**



## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.770	08/01/2011	\$46.120	12/01/2011	\$46.780			
	06/01/2012	\$47.080	08/01/2012	\$47.430	12/01/2012	\$48.460			
(3 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.840	08/01/2011	\$46.190	12/01/2011	\$46.850			
	06/01/2012	\$47.150	08/01/2012	\$47.500	12/01/2012	\$48.530			
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.960	08/01/2011	\$46.310	12/01/2011	\$46.970			
	06/01/2012	\$47.270	08/01/2012	\$47.620	12/01/2012	\$48.650			
ADS/SUBMERSIBLE PILOT	08/01/2010	\$103.680	08/01/2011	\$107.800					
AIR TRACK OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100					
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250							
ASPHALT RAKER	06/01/2011	\$50.350	12/01/2011	\$51.600					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	\$60.980							
BACKHOE/FRONT-END LOADER	12/01/2010	\$60.980							
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$50.350	12/01/2011	\$51.600					
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$50.850	12/01/2011	\$52.100					
BOILER MAKER	01/01/2010	\$55.850							
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990			
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton									
Ratio	Step	1	2	3	4	5			
1:5	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$48.30/2\$52.82/3\$57.34/4\$61.86/5\$66.38									
BULLDOZER/GRADER/SCRAPER	12/01/2010	\$60.630							
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500					
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350					
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350					
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600					
CARPENTER	03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480			
APPRENTICE: CARPENTER - Zone 2 Eastern MA									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00
Apprentice wages shall be no less than the following:									
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87									

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
CEMENT MASONRY/PLASTERING	02/01/2011	\$69.150	08/01/2011	\$70.770	02/01/2012	\$71.540
CHAIN SAW OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2010	\$61.980				
COMPRESSOR OPERATOR	12/01/2010	\$49.690				
DELEADER (BRIDGE)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
	07/01/2012	\$67.410	01/01/2013	\$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
						75.00
						80.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1 \$29.31/2534.43/3536.85/4539.27/5549.89/6552.31/7554.73/8559.57						
Steps are 750 hrs.						
DEMO: ADZEMAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2011	\$51.100	12/01/2011	\$52.350		
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$38.28/2541.49/3544.69/4547.90						
DEMO: BURNERS	06/01/2011	\$50.850	12/01/2011	\$52.100		
APPRENTICE: LABORER Demo Burners						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice Wages shall be no less than the following:						
Step 1 \$38.13/2541.31/3544.49/4547.67						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: JACKHAMMER OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100		
DEMO: WRECKING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER Demo Wrecking Laborer						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$37.68/2540.79/3543.89/4547.00						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2010	\$60.630				
DIVER	08/01/2010	\$77.520	08/01/2011	\$80.270		
DIVER TENDER	08/01/2010	\$62.570	08/01/2011	\$65.320		
DIVER TENDER (EFFLUENT)	08/01/2010	\$81.250	08/01/2011	\$85.380		
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$103.680	08/01/2011	\$107.800		
ELECTRICIAN	03/01/2011	\$68.290				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27II



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-100

**City/Town:** NEWTON

**Description of Work:** City Gaslight Service and Repairs

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80					
1\$37.38/2\$37.38/3\$44.81/4\$44.81/5\$46.95/6\$49.08/7\$51.22/8\$53.35/9\$55.49/10\$57.62											
ELEVATOR CONSTRUCTOR						01/01/2011	\$66.690	01/01/2012	\$68.190		
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year					
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50											
ELEVATOR CONSTRUCTOR HELPER						01/01/2011	\$52.830	01/01/2012	\$54.330		
FENCE & GUARD RAIL ERECTOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$59.380				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$42.930				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						05/01/2011	\$60.770				
FIRE ALARM INSTALLER						03/01/2011	\$68.290				
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING						03/01/2011	\$56.300				
FIREMAN (ASST. ENGINEER)						12/01/2010	\$54.840				
FLAGGER & SIGNALER						06/01/2011	\$39.550	12/01/2011	\$39.550		
FLOORCOVERER						03/01/2011	\$61.110	09/01/2011	\$62.360	03/01/2012	\$63.610
APPRENTICE: FLOORCOVERER - Local 2168 Zone I											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1\$28.38/2\$30.17/3\$41.41/4\$43.20/5\$46.78/6\$48.57/7\$52.15/8\$53.95											
FORK LIFT/CHERRY PICKER						12/01/2010	\$60.980				
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2010	\$49.690				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: GLAZIER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1\$24.06/2\$28.65/3\$30.55/4\$32.44/5\$42.54/6\$44.43/7\$46.33/8\$50.12											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2010	\$60.980				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 06/20/2011

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-100

**City/Town:** NEWTON

**Description of Work:** City Gaslight Service and Repairs

**Job Location:** Various Locations

**Classification**

**Effective Dates and Total Rates**

APPRENTICE: HOIST/PORT. ENG. - Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1531.33/2545.47/3547.41/4549.35/5551.29/6553.22/7555.16/8557.10											
HVAC (DUCTWORK)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (ELECTRICAL CONTROLS)						03/01/2011	\$68.290				
HVAC (TESTING AND BALANCING - AIR)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (TESTING AND BALANCING -WATER)						09/01/2010	\$68.730				
HVAC MECHANIC						09/01/2010	\$68.730				
HYDRAULIC DRILLS						06/01/2011	\$50.850	12/01/2011	\$52.100		
INSULATOR (PIPES & TANKS)						09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Apprentice wages shall be no less than the following:											
Step 1537.34/2542.20/3547.07/4551.93											
IRONWORKER/WELDER						03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston											
Ratio	Step	1	2	3	4	5	6				
**	%	60.00	70.00	75.00	80.00	85.00	90.00				
Apprentice wages shall be no less than the following:											
Step 1546.82/2550.35/3552.12/4553.88/5555.65/6557.41											
JACKHAMMER & PAVING BREAKER OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1537.68/2540.79/3543.89/4547.00											
LABORER: CARPENTER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: CEMENT FINISHER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: MASON TENDER						06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER: MULTI-TRADE TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: TREE REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-100

**City/Town:** NEWTON

**Description of Work:** City Gaslight Service and Repairs

**Job Location:** Various Locations

**Classification**

**Effective Dates and Total Rates**

This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.

LASER BEAM OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
MARBLE & TILE FINISHERS	03/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740

APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile

Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00

Apprentice wages shall be no less than the following:

Steps are 800 hrs.

Step 1 \$41.98/2\$45.43/3\$48.89/4\$52.35/5\$55.81

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	03/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030
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APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00

Apprentice wages shall be no less than the following:

Step 1 \$48.32/2\$52.84/3\$57.37/4\$61.89/5\$66.42

MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290
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MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	\$60.630
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MECHANICS MAINTENANCE	12/01/2010	\$60.630
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MILLWRIGHT (Zone 1)	04/01/2011	\$57.850
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APPRENTICE: MILLWRIGHT - Local 1121 Zone 1

Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00

Apprentice wages shall be no less than the following:

Step 1 \$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$50.02

MORTAR MIXER	06/01/2011	\$50.350	12/01/2011	\$51.600
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OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2010	\$43.170
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OILER (TRUCK CRANES, GRADALLS)	12/01/2010	\$46.330
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OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	\$60.630
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Painter (BRIDGES/TANKS)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
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	07/01/2012	\$67.410	01/01/2013	\$68.410
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APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS

Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00

Apprentice wages shall be no less than the following:

Steps are 750 hrs.

Step 1 \$29.31/2\$34.43/3\$36.85/4\$39.27/5\$49.89/6\$52.31/7\$54.73/8\$59.57

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2011	\$55.310	07/01/2011	\$56.310	01/01/2012	\$57.310
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\* If 30% or more of surfaces to be painted are new construction,

	07/01/2012	\$58.310	01/01/2013	\$59.310
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NEW paint rate shall be used.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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**Issue Date:** 06/20/2011

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DEVAL L. PATRICK  
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TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$24.76/2\$29.42/3\$31.39/4\$33.35/5\$43.52/6\$45.48/7\$47.45/8\$51.38											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2011	\$53.370	07/01/2011	\$54.370	01/01/2012	\$55.370
						07/01/2012	\$56.370	01/01/2013	\$57.370		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$23.79/2\$28.35/3\$30.22/4\$32.09/5\$42.16/6\$44.03/7\$45.90/8\$49.63											
PAINTER (TRAFFIC MARKINGS)						06/01/2011	\$50.100	12/01/2011	\$51.350		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$24.06/2\$28.65/3\$30.55/4\$32.44/5\$42.54/6\$44.43/7\$46.33/8\$50.12											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2011	\$51.970	07/01/2011	\$52.970	01/01/2012	\$53.970
						07/01/2012	\$54.970	01/01/2013	\$55.970		
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$23.09/2\$27.58/3\$29.38/4\$31.18/5\$41.18/6\$42.98/7\$44.78/8\$48.37											
PANEL & PICKUP TRUCKS DRIVER						06/01/2011	\$45.600	08/01/2011	\$45.950	12/01/2011	\$46.610
						06/01/2012	\$46.910	08/01/2012	\$47.260	12/01/2012	\$48.290
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2010	\$62.570	08/01/2011	\$65.320		
PILE DRIVER						08/01/2010	\$62.570	08/01/2011	\$65.320		
APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1\$47.62/2\$49.49/3\$51.36/4\$53.23/5\$55.10/6\$56.96/7\$58.83/8\$60.70											
PIPEFITTER & STEAMFITTER						09/01/2010	\$68.730				

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TIMOTHY P. MURRAY  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-100

**City/Town:** NEWTON

**Description of Work:** City Gaslight Service and Repairs

**Job Location:** Various Locations

**Classification**

**Effective Dates and Total Rates**

APPRENTICE: PIPEFITTER - Local 537

Ratio	Step	1	2	3	4	5
**	%	40.00	45.00	60.00	70.00	80.00

Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

PIPELAYER

06/01/2011 \$50.350 12/01/2011 \$51.600

PLUMBERS & GASFITTERS

03/01/2011 \$67.500 09/01/2011 \$68.250 03/01/2012 \$69.050

09/01/2012 \$70.300 03/01/2013 \$71.550

APPRENTICE: PLUMBER - Local 12

Ratio	Step	1	2	3	4	5
**	%	35.00	40.00	55.00	65.00	75.00

Apprentice wages shall be no less than the following:

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/ 4w/lic\$50.20 /5\$53.09/ 5w/lic\$55.98

PNEUMATIC CONTROLS (TEMP.)

09/01/2010 \$68.730

PNEUMATIC DRILL/TOOL OPERATOR

06/01/2011 \$50.350 12/01/2011 \$51.600

POWDERMAN & BLASTER

06/01/2011 \$51.100 12/01/2011 \$52.350

POWER SHOVEL/DERRICK/TRENCHING MACHINE

12/01/2010 \$60.980

PUMP OPERATOR (CONCRETE)

12/01/2010 \$60.980

PUMP OPERATOR (DEWATERING, OTHER)

12/01/2010 \$49.690

READY-MIX CONCRETE DRIVER

05/01/2011 \$41.690

RECLAIMERS

12/01/2010 \$60.630

RESIDENTIAL WOOD FRAME (All Other Work)

04/01/2011 \$48.420

RESIDENTIAL WOOD FRAME CARPENTER \*\*

04/01/2011 \$36.810

\*\* The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2

Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00

Apprentice wages shall be no less than the following:

Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39

RIDE-ON MOTORIZED BUGGY OPERATOR

06/01/2011 \$50.350 12/01/2011 \$51.600

ROLLER/SPREADER/MULCHING MACHINE

12/01/2010 \$60.630

ROOFER (Inc.Roofers Waterproofing & Roofer Damproofg)

02/01/2011 \$54.860 08/01/2011 \$55.860 02/01/2012 \$56.860

08/01/2012 \$57.860 02/01/2013 \$58.860

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 06/20/2011

**Wage Request Number:** 20110620-024

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Apprentice rates no less than: Step 1\$30.41/2\$40.64/3\$42.41/4\$45.97/5\$49.53											
ROOFER SLATE / TILE / PRECAST CONCRETE						02/01/2011	\$55.110	08/01/2011	\$56.110	02/01/2012	\$57.110
						08/01/2012	\$58.110	02/01/2013	\$59.110		
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
Apprentices wages shall be paid no less than the following:											
Step 1\$30.54/2\$40.79/3\$42.58/4\$46.16/5\$49.74											
SHEETMETAL WORKER						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Apprentice wages shall be no less than the following:						Steps 1-3 are 1 year; Steps 4-7 are 6 mos.					
Step 1\$28.86/2\$34.49/3\$37.38/4\$42.38/5\$45.01/6\$50.27/7\$55.03											
SIGN ERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 4 mos.					
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
						06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						06/01/2011	\$46.350	08/01/2011	\$46.700	12/01/2011	\$47.360
						06/01/2012	\$47.660	08/01/2012	\$48.010	12/01/2012	\$49.040
SPRINKLER FITTER						01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
						03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
						03/01/2013	\$74.400				
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15											
STEAM BOILER OPERATOR						12/01/2010	\$60.630				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2010	\$60.630				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
TELECOMMUNICATION TECHNICIAN	03/01/2011	\$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 40.00 45.00 50.00 55.00 60.00 65.00 75.00 80.00						
Apprentice wages shall be no less than the following:						
Step 1\$37.09/2\$38.69/3\$40.30/4\$41.89/5\$43.49/6\$45.10/7\$48.30/8\$49.90						
TERRAZZO FINISHERS	03/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio Step 1 2 3 4 5						
1:3 % 50.00 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1\$47.77/2\$52.18/3\$56.60/4\$61.01/5\$65.43						
TEST BORING DRILLER	06/01/2011	\$51.500	12/01/2011	\$52.750		
TEST BORING DRILLER HELPER	06/01/2011	\$50.220	12/01/2011	\$51.470		
TEST BORING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2010	\$60.630				
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2011	\$46.640	08/01/2011	\$46.990	12/01/2011	\$47.650
	06/01/2012	\$47.950	08/01/2012	\$48.300	12/01/2012	\$49.490
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
	06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
WAGON DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
WASTE WATER PUMP OPERATOR	12/01/2010	\$60.980				
WATER METER INSTALLER	03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
	09/01/2012	\$70.300	03/01/2013	\$71.550		
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone)	08/30/2010	\$34.050	08/29/2011	\$35.310		
CABLEMAN (Underground Ducts & Cables)	08/30/2010	\$44.320	08/29/2011	\$46.110		
DRIVER / GROUNDMAN CDL	08/30/2010	\$39.360	08/29/2011	\$40.830		
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/30/2010	\$31.890	08/29/2011	\$33.050		
EQUIPMENT OPERATOR (Class A CDL)	08/30/2010	\$48.320	08/29/2011	\$50.110		
EQUIPMENT OPERATOR (Class B CDL)	08/30/2010	\$41.760	08/29/2011	\$43.340		
GROUNDMAN	08/30/2010	\$31.390	08/29/2011	\$32.550		
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/30/2010	\$26.840	08/29/2011	\$27.790		
JOURNEYMAN LINEMAN	08/30/2010	\$57.510	08/29/2011	\$59.620		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-100

City/Town: NEWTON

Description of Work: City Gaslight Service and Repairs

Job Location: Various Locations

Classification					Effective Dates and Total Rates				
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104									
Ratio	Step	1	2	3	4	5	6	7	
1:2	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:									
Step 1\$34.59/2\$36.99/3\$39.65/4\$42.30/5\$44.95/6\$47.61/7\$50.76									
TELEDATA CABLE SPICER					07/19/2010	\$32.510	07/18/2011	\$32.900	07/16/2012 \$33.300
TELEDATA LINEMAN/EQUIPMENT OPERATOR					07/19/2010	\$30.960	07/18/2011	\$31.330	07/16/2012 \$31.700
TELEDATA WIREMAN/INSTALLER/TECHNICIAN					07/19/2010	\$30.960	07/18/2011	\$31.330	07/16/2012 \$31.700
TREE TRIMMER					02/01/2009	\$19.010			
This classification applies only to the trimming of branches on and around utility lines.									
TREE TRIMMER GROUNDMAN					02/01/2009	\$17.060			
This classification applies only to the trimming of branches on and around utility lines.									

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2011\_\_\_\_\_

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



# **PUBLIC WORKS MAINTENANCE SERVICE CONTRACT**

## **SPECIAL CONDITIONS**

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

### **1.0 SUMMARY OF WORK**

**A. The Work under the Contract consists of:**

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

**B. In addition, the work under the Contract includes:**

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

**C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.**

### **2.0 PROJECT SITE**

**A. The areas of work for this contract shall be those locations of specialized lighting listed in the Work Specifications of the Project Manual, and such other locations as may be directed by the Department of Public Works during the contract term.**

### **3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK**

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Works Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.**
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.**
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.**
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.**

### **4.0 PAYMENT**

- A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Works Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Works Department upon completion of the work and to insure the work is promptly inspected by a Public Works Department representative.

## 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

## 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

## 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

## 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

## 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.



B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Works Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

## 13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

## 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.

- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

**CITY OF NEWTON – DEPARTMENT OF PUBLIC WORKS  
SPECIFICATIONS FOR  
SERVICE AND REPAIRS TO CITY GASLIGHTS**

**I. SCOPE OF WORK**

- A.** The work of this contract will include on-call service and repairs to City of Newton gaslights, as directed by the Department of Public Works Commissioner or his/her Representative during the contract term. The contractor will provide all labor, materials, equipment, tools and supervision as necessary to make the required repairs.
- B. Bidders must have a minimum of 5 years experience as a licensed Plumber**
- C. Bidder must provide a current and valid license with their Bid Form.**
- D.** It is recommended that the bidder check the locations outlined on the attached sheet and inspect the type of fixtures and services prior to submitting the bid.
- E.** The City may from time to time at its discretion, either add or remove locations and the number and type of lighting to be serviced. Quoted hourly rates and parts costs will remain as per contract.

**II. CONTRACT REQUIREMENTS**

- A.** The Contractor must be available to respond to a work order 24 hours a day, 365 days a year.
- B.** The Contractor, after receiving a work order via email from the Public Works Department, shall commence work within the following time limits:
  - Emergency Work Requests-Must start within four (4) hours.
  - All other work requests must start within twenty four (24) hours, unless granted extension by the Public Works Commissioner or his designee.
- C.** Following an initial site visit, the Contractor shall receive written authorization by the Public Works Department prior to proceeding on any work order with an estimated total cost exceeding \$400.00. The Contractor may be required to submit a detailed cost estimate for such work orders at the request of the City.
- D.** The Contractor shall maintain the following materials on all service vehicles used to respond to a work order: 16 gas mantles, glass cleaning supplies, 1 can of black spray paint, one globe glass, and one dome glass opal in order to minimize multiple trips needed for commonly used repair parts.
- E.** The Contractor shall maintain a minimum inventory of parts as required by the City, with a total value not to exceed \$2,000. The Contractor shall provide a parts inventory list to the City on a monthly basis via email. At the termination of this contract, the contractor shall deliver any unused inventory to the City, and the Contractor will be reimbursed by the City for all associated material costs with no mark-up.
- F.** Within twenty-four (24) hours after the work is completed, the Contractor shall email the Public Works Department with a confirmation that the light has been restored.
- G.** All materials and workmanship, whether specifically described, shown or implied, shall be only first quality, new and unused and of grade satisfactory to the Public Works Department and the Massachusetts Plumbing Code. The Department of Public Works shall have the right to reject any part of the work in the case of material and workmanship that is not of satisfactory quality.
- H.** All usable materials accumulated as a result of this contract shall become the property of the Public Works Department, who shall determine the disposition or site of storage. The City may provide parts and supplies to the contractor with no associated contractor charge for such materials.

- I. All non-useable material and debris from the repair work shall become property of the contractor and shall be removed by the contractor. The premises must be left clean at all times.
- J. It shall be the responsibility of the contractor to obtain all permits and coordinate work with National Grid and other utility companies, contractors of the City, or other City Departments. All utility permit fees shall be paid directly from the contractor to the utility, and invoiced as a “pass through” cost. No bills will be paid until work done meets the satisfaction of the Public Works Department, and the City of Newton Plumbing Inspector, if he/she is required.
- K. The work shall be done during regular hours, Monday through Friday, 8:00a.m. to 5:00 p.m. unless directed otherwise by the Public Works Commissioner or his designee.

#### IV INVOICING

- A. Invoices must be mailed within seven (7) calendar days after a work order has been completed to:

Department of Public Works  
Attn: Accounts Payable  
1000 Commonwealth Avenue  
Newton, MA. 02459-1449

- B. Each invoice will be based solely on time and materials.

LABOR CHARGES: All labor charges shall be based solely on the actual time expended to perform the required work. Only a licensed plumber may be billed at the “plumber” rate. Labor charges will not be based on a “Portal to Portal” operation. If, during the course of the work, it is determined that parts are required in order to finish the work, the Public Works Department may give permission for the repairman to locally pick up the parts, in which case the bid hourly rate for one (a) man will continue during the pick-up period. Where repairs require more than one worker, the additional worker(s) shall be laborers, compensated at the applicable rate from the Bid Form, unless otherwise authorized by the Public Works Department.

1. Standard Rate:

The Contractor shall perform routine lighting repairs as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.

The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.

2. Premium Rate:

The Premium Rate shall apply to any repair which the City requests the Contractor to commence between 5:00pm and 8:00am Monday through Friday, and anytime on Saturday or Sunday, OR any repair which the City requires the Contractor to commence with less than four (4) hours of notification.

The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate repair.

- C. MATERIAL PRICES- **All materials shall be invoiced at actual cost.** Copies of the Contractor’s material invoices costs shall be made available to the City of Newton when requested by the Public Works Commissioner or his/her designee.

#### V GUARANTEE

- A. The Contractor shall guarantee all labor, materials and equipment furnished under this contract for a period on one year from the date of final acceptance of the work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly upon notice from the City, by and at the expense of the Contractor.

#### END OF SPECIFICATIONS

**APPENDIX – A**

**CITY OF NEWTON GASLIGHT LOCATIONS**

**&**

**CITY OF NEWTON - WORK ORDER**

# CITY OF NEWTON GASLIGHT LOCATIONS

NO.	HOUSE NO.	STREET NAME	STREET SUFFIX	NO.	HOUSE NO.	STREET NAME	STREET SUFFIX
1	22	BERWICK	RD	51	76	PRINCE	ST
2	12	BILLINGS	PK	52	95	PRINCE	ST
3	28	BILLINGS	PK	53	147	PRINCE	ST
4	30	BIRCH HILL	RD	54	185	PRINCE	ST
5	20	BIRCH HILL	RD	55	20	RIPLEY	TER
6	16	BRAE BURN	RD	56	18	SEWALL	ST
7	19	BRAE BURN	RD	57	40	SEWALL	ST
8	32	BRAE BURN	RD	58	26	SEWALL	ST
9	35	BRAE BURN	RD	59	21	VISTA	AVE
10	42	BRAE BURN	RD	60	53	VISTA	AVE
11	19	BURNHAM	RD	61	62	VISTA	AVE
12	29	FOREST	AVE	62	71	VISTA	AVE
13	12	GORDON	TER	63	74	WABAN	PK
14	10	GRAY CLIFF	RD	64	28	WALNUT	PL
15	35	GRAY CLIFF	RD	65	114	WINDERMERE	RD
16	43	GRAY CLIFF	RD	66	125	WINDERMERE	RD
17	53	GRAY CLIFF	RD	67	70	WINDERMERE	RD
18	64	GRAY CLIFF	RD	68	62	WINDERMERE	RD
19	87	GRAY CLIFF	RD	69	57	WINDERMERE	RD
20	40	HAMPSHIRE	ST	70	41	WINDERMERE	RD
21	57	HAMPSHIRE	ST	71	46	WINDERMERE	RD
22	104	HIGHLAND	AV	72	33	WINDERMERE	RD
23	109	HIGHLAND	AV	73	24	WINDERMERE	RD
24	139	HIGHLAND	AV	74	12	WINDERMERE	RD
25	161	HIGHLAND	AV	75	20	WINDERMERE	RD
26	176	HIGHLAND	AV				
27	183	HIGHLAND	AV				
28	204	HIGHLAND	AV				
29	215	HIGHLAND	AV				
30	228	HIGHLAND	AV				
31	11	KENWOOD	AV				
32	48	KENWOOD	AV				
33	57	KENWOOD	AV				
34	74	KENWOOD	AV				
35	38	LAKE	AV				
36	53	LAKE	AV				
37	77	LAKE	AV				
38	9	LEDGERS	RD				
39	27	LEDGERS	RD				
40	30	LEDGERS	RD				
41	57	LEDGERS	RD				
42	82	LENOX	ST				
43	64	LENOX	ST				
44	49	LENOX	ST				
45	14	MAPLE	TER				
46	75	PRESCOTT	ST				
47	58	PRESCOTT	ST				
48	19	PRESCOTT	ST				
49	34	PRESCOTT	ST				
50	59	PRINCE	ST				

**CITY OF NEWTON – DEPARTMENT OF PUBLIC WORKS**

**GAS LIGHT REPAIR & SERVICE**

**SERVICE CONTRACTOR'S WORK ORDER**

DATE \_\_\_\_\_ LOCATION OF GASLIGHT: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

**JOB DESCRIPTION**

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Parts & Materials	Unit Cost	Quantity	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

**SERVICES**

Plumber	No. of Hours Worked	Hourly Rate	Total
Standard Rate			\$
Premium Rate			\$
			\$
Laborer - Standard Rate			\$

**Work Order Total:** \$ \_\_\_\_\_

ALL WORK FOR PROJECT HAS BEEN SATISFACTORILY COMPLETED

\_\_\_\_\_  
CONTRACTOR DATE

ALL WORK HAS BEEN ACCEPTED BY THE CITY

\_\_\_\_\_  
PROJECT MANAGER DATE

**PLEASE NOTE:** this signed work order must be attached to the original invoice in order for the Contractor to receive payment.